BILL NO. S-80-12-53

SPECIAL ORDINANCE NO. S-27-81

AN ORDINANCE approving a contract for Sewer Improvement Resolution No. 310-80 Phase II, between the City of Fort Wayne, Indiana and Busch, Inc., Contractor for installation of Sanitary Sewer.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That a certain contract dated December 16, 1980, between the City of Fort Wayne, Indiana, by and through its Mayor and the Board of Public Works and Busch, Inc., Contractor, for:

construction of an 84 inch sanitary sewer from St. Joseph Boulevard and Tennessee Avenue to the intersection of Northside Drive and Pleasant Avenue,

under Board of Public Works Sewer Improvement Resolution No. 310-80, Phase II, at a total cost of $1,256,596.25, all as more particularly set forth in said Contract which is on file in the Office of the Board of Public Works and is by reference incorporated herein and made a part hereof, be and the same is in all things hereby ratified, confirmed and approved.

SECTION 2. That this Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

COUNCILMAN

APPROVED AS TO FORM AND LEGALITY DECEMBER 18, 1980.

JOHN E. HOFFMAN, City Attorney

Read the first time in full and on motion by Burns, seconded by Stier, and duly adopted, read the second time by title and referred to the Committee City Utilities (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on ~~[illegible]~~, the _____ day of _____, 19____, at _____ o'clock ___ M., E.S.T.

DATE: 12-23-80

Charles W. Westerman
CHARLES W. WESTERMAN
CITY CLERK

Read the third time in full and on motion by Burns, seconded by GiaQuinta, and duly adopted, placed on its passage. PASSED (~~LOST~~) by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT:
TOTAL VOTES	8			1	
BURNS	X				
EISBART	X				
GiaQUINTA	X				
NUCKOLS				X	
SCHMIDT, D.	X				
SCHMIDT, V.	X				
SCHOMBURG	X				
STIER	X				
TALARICO	X				

DATE: 1-13-81

Charles W. Westerman
CHARLES W. WESTERMAN - CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (~~ZONING MAP~~) (~~GENERAL~~) (~~ANNEXATION~~) (SPECIAL) (APPROPRIATION) ORDINANCE (~~RESOLUTION~~) No. S-27-81 on the 13th day of January, 19 81.

ATTEST: Charles W. Westerman
CHARLES W. WESTERMAN - CITY CLERK

(SEAL)

James S. Stier
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 14th day of January, 19 81, at the hour of 11:40 o'clock A M., E.S.T.

Charles W. Westerman
CHARLES W. WESTERMAN - CITY CLERK

Approved and signed by me this 15th day of Jan. 19 81, at the hour of 11 o'clock A M., E.S.T.

WINFIELD C. MOSES, JR.
MAYOR

BILL NO. S-80-12-53

REPORT OF THE COMMITTEE ON CITY UTILITIES

WE, YOUR COMMITTEE ON City Utilities TO WHOM WAS REFERRED AN ORDINANCE approving a contract for Sewer Improvement REsolution No. 310-80 Phase II, between the City of Fort Wayne, Indiana and Busch, Inc., Contractor for installation of Sanitary Sewer

HAVE HAD SAID ORDINANCE UNDER CONSIDERATION AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID ORDINANCE do PASS.

PAUL M. BURNS, CHAIRMAN

VIVIAN G. SCHMIDT, VICE CHAIRMAN

BEN A. EISBART

SAMUEL J. TALARICO

ROY J. SCHOMBURG

CONCURRED IN

DATE 11/3/80 CHARLES W. WESTERMAN, CITY CLERK

CF/1
70-78-2(a) 12/16/80

CONTRACT NO. 310-80 - PHASE II

THIS CONTRACT made and entered into in triplicate this 16th day of December, 1980, by and between BUSCH, INC., herein called CONTRACTOR, and the City of Fort Wayne, Indiana, an Indiana Municipal Corporation, acting by and through the Mayor, and the Board of Public Works herein called OWNER,

WITNESSETH that the Contractor and the Owner for the considerations hereinafter named, agree as follows:

ARTICLE 1. SCOPE OF WORK

Contractor shall furnish all labor, material, equipment, tools, power, transportation, miscellaneous equipment, etc., necessary for the construction of the following:

PHASE II
Beginning at a proposed manhole structure which is a part of Phase I located located 5± L.F. East of and 5± L.F. North of the centerline intersection of Tennessee Avenue and St. Joseph Blvd.; thence, Northerly within the right-of-way of St. Joseph Avenue 1800± L.F. terminating at a proposed manhole structure which is a part of this Phase II located 5± L.F. North of and 5± L.F. East of the centerline intersection of Northside Drive and Pleasant Avenue.

Said sewer shall be 84 inches in diameter.

All according to Fort Wayne Pollution Control Engineering Department Drawing No. SY-11033, and do everything required by this contract and the other documents constituting a part hereof.

ARTICLE 2. THE CONTRACT SUM

The Owner shall pay Contractor for the performance of the contract the unit price sum of $1,256,596.25. In event the amount of work is increased or decreased by Owner, the contract sum shall be increased or decreased according to the unit price schedule set forth in the Contractor's Proposal.

84" R.C.P. Class III ASTM C-76	Four hundred twelve dollars and no/100	412.00
Special Strs. SJ 12 ± 13	Eleven thousand eight hundred thirty-seven dollars and no/100	11,837.00
#53 or #73 Special Backfill	Eight dollars and 50/100	8.50
6"-12" Sewer Replacement	Twenty-four dollars and 85/100	24.85
Std. Inlet Type I-C. D. E. or F	One thousand eleven dollars and 50/100	1,011.50
18" Sewer Replacement R.C.P. CL III	Thirty-two dollars and 05/100	32.05
Dewatering	Fourteen dollars and 05/100	14.05
Seeding and 2" Mulch	No dollars and 50/100	0.50
H.A.C. Base 440 #/SYD	Twenty-two dollars and 70/100	22.70
H.A.C. Binder 330 #/SYD	Twenty-three dollars and 50/100	23.50
H.A.C. Surface 220 #/SYD	Twenty-six dollars and 75/100	26.75

Concrete Curb Type III	Nine dollars and 20/100	9.20
Concrete Curb & Gutter	Twelve dollars and 25/100	12.25
4" Sidewalk	Two dollars and 25/100	2.25
6" Wingwalk	Two dollars and 90/100	2.90
6" Concrete (Private Drives)	Twenty-three dollars and 40/100	23.40
8" Concrete (Comm. Drive)	Twenty-seven dollars and 20/100	27.20
Base Stabilization	Eight dollars and 50/100	8.50
4" Asphalt (Driveways)	Sixteen dollars and 75/100	16.75
Water Main Replacement & Relocation	Thirteen dollars and 75/100	13.75
Gas Line Replacement & Relocation	Thirteen dollars and 75/100	13.75
Underground Cables & Conduit Replacement & Relocation (Inclusive of bracing of poles)	Ten dollars and no/100	10.00
Replacement of Trees (3" Dia.)	One hundred fifty dollars and no/100	150.00

ARTICLE 3. PROGRESS PAYMENTS

Payments are to be made to the Contractor in accordance with and subject to the provisions embodied in the documents made a part of this Contract.

ARTICLE 4. ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due at the time the work is fully completed and accepted and the contract is fully performed.

Upon filing of a Completion Affidavit by the Contractor that the work is ready for final inspection and acceptance, the Board of Public Works will direct the Engineering Department of the Owner to promptly make such inspection. When the Engineering Department finds the work acceptable under the contract, and the contract is fully performed, it shall so inform the Board of Public Works which shall issue a final certificate stating that the work provided for in this Contract has been completed and is accepted thereupon, and the entire balance of the Contract sum shall be due and payable to the Contractor; provided only that Contractor shall first furnish Owner, if requested to do so, satisfactory evidence that all persons who have supplied labor, material, or equipment for the work have been fully paid.

ARTICLE 5. WORKMEN'S COMPENSATION ACT

The Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with the Workmen's Compensation Act in accordance with Section 14 of the Compensation Act (I.C. 22-3-2-1).

Any judgment rendered against the City of Fort Wayne in any suits for damages for injury to real or personal property, or for any injury sustained by any person growing out of any act or doing of Contractor, or its agents, employees or workmen and that any judgment of any court or award of any Board of Arbitrators or of the State Industrial Board of the State of Indiana rendered against the City of Fort Wayne in any suit or claim arising under said Workmen's Compensation acts of the State of Indiana, now or hereafter in force, relating to

compensation for accidental injuries or death suffered by his employees or the employees of any Subcontractor or Subcontractors in the course of their employment, when notice of the pendency of such suit, hearing or arbitration shall have been given said Contractor, shall be conclusive against Contractor as to amount, liability and all other things pertaining thereto; it being the intent of the parties hereto that Contractor indemnify and hold harmless City in the premises.

ARTICLE 6. NONDISCRIMINATION OF LABOR

The Contractor further agrees to be bound by Section 15-13 (as amended), of the Code of the City of Fort Wayne, Indiana of 1974, passed by the Common Council of the City of Fort Wayne, Indiana as General Ordinance No. G-34-78 (as amended) on December 12th, 1978, a copy of which Section is attached and incorporated herein and made a part hereof. (NE/1 - NE/3)

ARTICLE 7. PREVAILING WAGE SCALE

The Contractor agrees to pay and also require of his subcontractors that they pay which ever is the highest of Federal, State, and Local wage rates on the work covered by this contract which shall not be less than the prescribed scale of wages as determined pursuant to the provisions of Chapter 319 of the Acts of the General Assembly of the State of Indiana, of 1935, attached hereto and made a part hereof. (WR/1 through WR/32).

ARTICLE 8. COMPONENT PARTS OF THIS CONTRACT

The following documents are as fully a part of this contract as if hereto attached or herein repeated:

A. Advertisement for Bids, for Contract No. 310-80 Phase II
B. Instructions to Bidders for Contract No. 310-80 Phase II
C. Contractor's Proposal Dated Sept. 9, 1980
D. Fort Wayne Water Pollution Control Engineering Department Construction Drawing No. SY-11033
E. General Specifications and Conditions, detailed specifications, construction standards for the installation of storm and sanitary sewers and addenda thereof of the City of Fort Wayne's Water Pollution Control Engineering Department.
F. Federal Contract Provisions.
G. Workmen's Compensation Act (I.C. 22-3-2-1).
H. Non-Discrimination of labor General Ordinance No. G-34-78 (as amended).
I. Prevailing wage scale.
J. Performance Bond.
K. Labor and Material Payment Bond.
L. Comprehensive Liability Insurance Coverage.
M. Application for Cut Permit.
N. Escrow Agreement.
O. Notice of Award.
P. Notice to Proceed.
Q. Change Order.
R. Notice of Final Acceptance.
S. Addenda No. 1 and 2

ARTICLE 9. GUARANTEE OF WORKMANSHIP

The Contractor shall warrant all materials, labor and equipment furnished and work performed for a period of one (1) year from date of final acceptance in writing by the Owner.

ARTICLE 10. INDEMNITY

Contractor shall furnish to owner, within ten (10) days of the date hereof a certificate from an insuror acceptable to owner showing personal injury and property damage coverages in an amount and of a type acceptable to owner. Insurance in force issued in connection with the work to be done under this Contract in accordance with said Specifications of the City of Fort Wayne, Division I, Section 7.2.4.

ARTICLE 11. ADJUSTMENTS OF DISPUTES

All questions or controversies which may arise between the Contractor and the Owner under the provisions of this Contract and the work to be performed and materials to be furnished shall be subject to the decision of the Chief Engineer of the Fort Wayne Water Pollution Control Department, and his decision shall be final and conclusive upon the parties.

Provided, however, no changes in the plans, specifications, or other phases or the work covered by this Contract will be permitted except on prior written authorization by the Board of Public Works.

ARTICLE 12. COMPLETION DATE

The Contractor agrees to complete the work specified within the contract in 720 consecutive calendar days after having been ordered by the Owner to commence work under this contract.

ARTICLE 13. COUNCILMANIC APPROVAL

This Agreement, although executed on behalf of the Owner by the Mayor and Board of Public Works of the City of Fort Wayne, Indiana, shall not be binding upon the Owner unless and until the same shall have been ratified and approved by the Environmental Protection Agency and Common Council of the City of Fort Wayne, Indiana, and should said Environmental Protection Agency or Common Council fail to approve the same within ninety (90) days after the date hereof, then this Contract shall become wholly void.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

BY: Buck Inc.
Norman J. Buck, President
NORMAN J. BUCK

BY: Robert L. Lohmeyer
ROBERT L. LOHMEYER, Secretary

CITY OF FORT WAYNE, INDIANA

BY: [signature]
Win Moses, Jr., Mayor

ATTEST:

Sandra E. Kennedy
Sandra E. Kennedy, Clerk

APPROVED AS TO FORM AND LEGALITY:

[signature]

BOARD OF PUBLIC WORKS

[signature]
Mark L. Akers, Chairman

Roberta Anderson Staten
Roberta Anderson Staten, Member

Herbert R. Gamache
Herbert R. Gamache, Member

Approved by the Common Council of the City of Fort Wayne on ____ day of _____ ___, 19 ____.

Contract No. 310-80 Phase II

SPECIMEN FORM OF PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that

Busch, Inc.
(Name of Contractor)

- 1625 Albon Rd. Holland, Ohio 43528
(Address of Contractor)

a Corporation hereinafter called
(Corporation, Partnership, or Individual)

Principal, and Federal Insurance Company
(Name of Surety)

100 William Street, New York, New York
(Address of Surety)

and duly authorized to transact business in the State of Indiana, hereinafter called Surety, are held firmly bound unto the City of Fort Wayne, Indiana, an Indiana Municipal Corporation in the penal sum of One Million, Two Hundred Forty-six, Five Hundred Ninety Six and .25/100 dollars ($1,256,596.25) (value of work) for the payment whereof well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by those present.

The condition of the foregoing obligation is such that:

WHEREAS, the Principal entered into certain contract with the City, dated the 16th day of December, 19 80, for construction of:

St. Joseph Interconnect Interceptor Resolution 310-1980 Phase II

all according to Fort Wayne Water Pollution Control Engineering Department Drawing No. _____ through and special provisions and according to the City of Fort Wayne's Specifications and Standard Drawings and Addendums, and contained herein.

WHEREAS, said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alternation, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompaning the same, shall in any way affect its obligation on this bond, and it does hereby

Contract No.

waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications, and

WHEREAS, no final settlement between the City and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

Contract No.

IN WITNESS WHEREOF, this instrument is executed in _____ (number) counterparts, each one of which shall be deemed an original, this 16th day of Dec., 1980.

ATTEST:

_____
(Principal) Secretary

[SEAL]

_____
(Witness as to Principal)

_____
(Address)

_____

Busch, Inc.
(Principal)

BY: Norman J. Busch Pres. [S]

1625 Albon Rd.
(Address)

Holland, Ohio 43528

Federal Insurance Company
Surety

ATTEST:

_____
(Surety) Secretary

[SEAL]

Ronald L. Murray
Witness as to Surety

136 Summit Street
(Address)

Toledo, Ohio

By David L. Kaminski
Attorney-in-Fact

136 Summit Street
(Address)

Toledo, Ohio

NOTE: Date of Bond must not be prior to date of Contract.
If Contractor is Partnership, all partners should execute bond.

Contract No.

SPECIMEN FORM
PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

Bush Inc.
(Name of Contractor)

1625 Albon Rd. Holland, Ohio 43528
(Address of Contractor)

a Corporation, hereinafter called Principal,
(Corporation, Partnership or Individual)

and Federal Insurance Company
(Name of Surety)

and duly authorized to transact business in the State of Indiana, hereinafter called Surety, are held and firmly bound unto the City of Fort Wayne, and Indiana Municipal Corporation in the penal sum of One Million Two Hundred Forty-six, Five Hundred Ninety Six and 25/100 Dollars ($1,256,596.25) (value of work) for the payment whereof well and truely to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the 16th day of Dec. 19 80, for the construction of:

St. Joseph Interconnect Interceptor Resolution 310-1980 Phase II

all according to Fort Wayne Water Pollution Control Engineering Department Drawing No. _____, through _____ and special provisions, and according to the City of Fort Wayne's Specifications and Standard Drawings and Addendums, contained herein.

WHEREAS, said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications, and

WHEREAS, no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

Contract No.

IN WITNESS WHEREOF, this instrument is executed 1 (number) counterparts, each one of which shall be deemed an original, this 16th day of Dec., 1980.

ATTEST:

Busch, Inc.
Principal

(Principal) Secretary

[SEAL]

By Norman J. Busch Pres [S]
1625 Albon Rd.
(Address)
Holland, Ohio 43528

Witness as to Principal

(Address)

Federal Insurance Company
Surety

ATTEST:

By David L. Kaminski
Attorney-in-Fact

(Surety) Secretary

[SEAL]

Ronald L Murray
Witness as to Surety

136 Summit St
(Address)
Toledo, Ohio

136 Summit Street
(Address)
Toledo, Ohio

NOTE: Date of Bond must not be prior to date of Contract.
If Contractor is Partnership, all partners should execute bond.

Contract No.

Certificate of Insurance

acord

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LISTED BELOW.

NAME AND ADDRESS OF AGENCY

Picton-Cavanaugh, Inc.
P. O. Box 2167
Toledo, Ohio 43603

COMPANIES AFFORDING COVERAGES

COMPANY LETTER A: USF&G

COMPANY LETTER B: International Insurance Company

COMPANY LETTER C:

COMPANY LETTER D:

COMPANY LETTER E:

NAME AND ADDRESS OF INSURED

Busch, Inc.
1625 Albon Road
Holland, Ohio 43528

This is to certify that policies of insurance listed below have been issued to the insured named above and are in force at this time. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

COMPANY LETTER	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE	Limits of Liability in Thousands (000) EACH OCCURRENCE	AGGREGATE
	GENERAL LIABILITY				
A	X COMMERCIAL FORM	MP 33964	10/1/81	500	500
	X PREMISES			100	100
	X CONTRACTUAL XXXXXXXX				
	X INDEPENDENT CONTRACTORS				
	X PRODUCTS				
	X BROAD FORM PROPERTY DAMAGE				
	X EXPLOSION, COLLAPSE & UNDERGROUND HAZARD				
	X MEDICAL PAYMENTS				500
	AUTOMOBILE LIABILITY				
A	X ANY AUTOMOBILE	BAP 386693	10/1/81		
	X OWNED				
	X HIRED				
	X NON-OWNED			500	
	EXCESS LIABILITY				
B	X UMBRELLA FORM	523-068373	10/1/81	1,000	1,000
	OTHER THAN UMBRELLA FORM				
	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				
A	STATUTORY LIMITS	1-82-3900-660847	12/9/81		
	EMPLOYERS' LIABILITY			100	
A	Owners & Contractors Protective Liability	# to be issued	12/9/81	Bodily Injury $50,000/$100,000 Property Damage $100,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES

St. Joseph Interconnect Interceptor Resolution 310-1980 Phase II

Cancellation: Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 10 days written notice to the certificate holder named below, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

CERTIFICATE HOLDER

City of Fort Wayne and the State of Indiana
Engineer and Consultant, their officers,
agents and employees
Fort Wayne, Indiana

DATE: December 16, 1980

PICTON-CAVANAUGH, INC.

AUTHORIZED REPRESENTATIVE

ACORD 25 (1-79)

#1

USF&G

12:01 a 12/9 80
x 1/8 81

Busch, Inc.
1625 Albon Road
Holland, Ohio 43528

Worker's Compensation

PROPERTY

BIL

AUTOMOBI

X X 100,000

Indiana
Broad Form All States Endorsement

PICTON-CAVANAUGH, INC.

David L. Kaminski 12/16/80

CCO

#1

USF&G

12:01 a 12/9 80
x 1/8 81

City of Fort Wayne and the State of Indiana Engineer and Consultant, their officers, agents and employees
Fort Wayne, Indiana

Owners and Contractors Protective Liability

COPY

LIABILITY

50,000 100,000

100,000

X

AUTOMOBILE

SPECIAL CONDITIONS

Owners & Contractors Protective Liability
Contractor: Busch, Inc., 1625 Albon Road, Holland, Ohio
Covered Operations: St. Joseph Interconnect Interceptor Resolution 310-1980 Phase II

PICTON-CAVANAUGH, INC.

David L. Kaminski 12/15/80

ACORD 7[illegible]

Certified Copy of

POWER OF ATTORNEY

Know all Men by these Presents, That-the FEDERAL INSURANCE COMPANY, 100 William Street, New York, New York, a New Jersey Corporation, has constituted and appointed, and does hereby constitute and appoint

Harry W. Falconer, George E. Perkins, Marcia D. Vaughan, David L. Kaminski, Frank L. Oakes, Jr., Dean L. Sutton, Charles E. Craddock and Richard W. Aldinger of Toledo, Ohio----------

each its true and lawful Attorney-in-Fact to execute under such designation in its name and to affix its corporate seal to and deliver for and on its behalf as surety thereon or otherwise, bonds of any of the following classes, to-wit:

1. Bonds and Undertakings (other than Fiduciary Bonds) filed in any suit, matter or proceeding in any Court, or filed with any Sheriff or Magistrate, for the doing or not doing of anything specified in such Bond or Undertaking, in which the penalty of the bond or undertaking does not exceed the sum of Two Hundred Fifty Thousand Dollars ($250,000.00).
2. Surety Bonds to the United States of America or any agency thereof, including those required or permitted under the laws or regulations relating to Customs or Internal Revenue; License and Permit Bonds or other indemnity bonds under the laws, ordinances or regulations of any State, City, Town, Village, Board or other body or organization, public or private; bonds to Transportation Companies, Lost Instrument bonds, Lease bonds, Workmen's Compensation bonds, Miscellaneous Surety bonds and bonds on behalf of Notaries Public, Sheriffs, Deputy Sheriffs and similar public officials.
3. Bonds on behalf of contractors in connection with bids, proposals or contracts.

In Witness Whereof, the said FEDERAL INSURANCE COMPANY has, pursuant to its By-Laws, caused these presents to be signed by its Assistant Vice-President and Assistant Secretary and its corporate seal to be hereto affixed this 1st day of January 19 80.

FEDERAL INSURANCE COMPANY
By

George McClellan
Assistant Vice-President

Richard D. O'Connor
Assistant Secretary

STATE OF NEW JERSEY
ss:
County of Essex

On this 1st day of January 1980, before me personally came Richard D. O'Connor, to me known and by me known to be Assistant Secretary of the FEDERAL INSURANCE COMPANY, the Corporation described in and which executed the foregoing Power of Attorney and the said Richard D. O'Connor being by me duly sworn, did depose and say that he is Assistant Secretary of the FEDERAL INSURANCE COMPANY and knows the corporate seal thereof; that the seal affixed to the foregoing Power of Attorney is such corporate seal and was thereto affixed by authority of the By-Laws of said Company and that he signed said Power of Attorney as Assistant Secretary of said Company by like authority; that he is acquainted with George McClellan and knows him to be Assistant Vice-President of said Company, and that the signature of said George McClellan subscribed to said Power of Attorney is in the genuine handwriting of said George McClellan and was thereto subscribed by authority of said By-Laws and in deponent's presence.

Acknowledged and Sworn to before me on the date above written.

Notary Public

PATRICIA RYAN
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires December 11, 1983

Form 21-10-238 (Ed. 2-78)(General)

PRINTED IN U.S.A.

R-16836 (20M)

SHORT HILLS, N.J.
} ss.
County of Essex

I, the undersigned, Assistant Secretary of the FEDERAL INSURANCE COMPANY, do hereby certify that the following is a true excerpt from the By-Laws of the said Company as adopted by its Board of Directors on March 11, 1953 and amended May 27, 1971 and that this By-Law is in full force and effect.

"ARTICLE XVIII.

Section 2. All bonds, undertakings, contracts and other instruments other than as above for and on behalf of the Company which it is authorized by law or its charter to execute, may and shall be executed in the name and on behalf of the Company either by the Chairman or the Vice-Chairman or the President or a Vice-President, jointly with the Secretary or an Assistant Secretary, under their respective designations, except that any one or more officers or attorneys-in-fact designated in any resolution of the Board of Directors or the Executive Committee, or in any power of attorney executed as provided for in Section 3 below, may execute any such bond, undertaking or other obligation as provided in such resolution or power of attorney.

Section 3. All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the Vice-Chairman or the President or a Vice-President or an Assistant Vice-President, jointly with the Secretary or an Assistant Secretary, under their respective designations."

And I further certify that I have compared the foregoing copy of the POWER OF ATTORNEY with the original thereof and the same is a correct and true copy of the whole of said original Power of Attorney and that said Power of Attorney has not been revoked.

And I further certify that said FEDERAL INSURANCE COMPANY is duly licensed to transact fidelity and surety business in each of the States of the United States of America, District of Columbia, Puerto Rico, and each of the Provinces of Canada with the exception of Prince Edward Island; and is also duly licensed to become sole surety on bonds, undertakings, etc., permitted or required by law.

Given under my hand and the seal of said Company at Short Hills, N.J., this 16th day of June, 19 80.

A. Leonard

Assistant Secretary

TITLE OF ORDINANCE St. Joe Area Sanitary Imp. Sewage Works Grant C-180599-06 Res. 310-80 PhaseII

DEPARTMENT REQUESTING ORDINANCE BOARD OF PUBLIC WORKS

SYNOPSIS OF ORDINANCE This Contract is to Construct a 84 Inch Sanitary Sewer from St. Joseph Blvd. & Tennessee Avenue to the intersection of Northside Drive and Pleasnt Ave. All according to Ft. Wayne Pollution Control Engineering Department Drawing No. SY-11033, and do everything required by contract and the other documentation. The improvements cover the construction in the St. Joe drainage basin which will improve the water quality of the City's raw water supply. S-8012-53

EFFECT OF PASSAGE Busch Inc. will be the Contractor for the Res. 310-80 Phase II, which will improve the water quality of the City's raw water supply.

EFFECT OF NON-PASSAGE The above described passage cannot be possible.

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) This project will cost: $1,256,596.25 Which will be paid for by USEPA (75%), State (10%), and City Utilities (15%)

ASSIGNED TO COMMITTEE City Utilities

sa